

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF RHODE ISLAND

U.S. BANK TRUST NATIONAL ASSOCIATION,)
AS TRUSTEE FOR ABS LOAN TRUST VI,)
Plaintiff,)
v.)
SIU M. MAO a/k/a SIU MING MAO AND)
CHHING MAO a/k/a CHHING KUY LY,)
Defendants)
AND)
MASHANTUCKET PEQUOT GAMING)
ENTERPRISE D/B/A FOXWOODS RESORT)
CASINO,)
Defendant/Party-In-Interest)
)

CASE NO:

COMPLAINT TO FORECLOSE MORTGAGE

INTRODUCTION

Plaintiff, U.S. Bank National Association, as Trustee, for ABS Loan Trust VI (“U.S. Bank” or “Plaintiff”) brings this action to foreclose a mortgage given by Siu M. Mao a/k/a Siu Ming Mao and Chhing Mao a/k/a Chhing Kuy Ly (together “Borrowers”), encumbering property at 22 Wood Cove Drive, Coventry, RI 02816 (“Property”). The mortgage loan is in default and U.S. Bank seeks an order allowing it to foreclose its mortgage by following the procedures set forth in the statutory power of sale.

PARTIES

1. The Plaintiff, U.S. Bank, is a national banking association with an address of 425 Walnut Street, Cincinnati, OH 45202. Select Portfolio Servicing, Inc. (“SPS”) is servicing the loan on behalf of U.S. Bank.
2. The Defendant, Siu M. Mao a/k/a Siu Ming Mao is believed to be a Rhode Island resident with a last known address at 22 Wood Cove, Drive, Coventry, RI 02816.
3. The Defendant, Chhing Mao a/k/a Chhing Kuy Ly, is believed to be Rhode Island resident with a last known address at 22 Wood Cove, Drive, Coventry, RI 02816.
4. The Defendant and Party-in-Interest, Mashantucket Pequot Gaming Enterprise d/b/a Foxwoods Resort Casino (“Foxwoods”) is a corporation owned and operated by the Mashantucket Pequot Tribe with an address of 350 Trolley Line Blvd, Ledyard, CT 06338. Foxwoods holds an interest in the Property by virtue of a judgment and execution it obtained in the Kent County Superior Court of Rhode Island, docket number KC-2012-0146.

JURISDICTION AND VENUE

1. The Court has original jurisdiction over this action involving U.S. Bank’s right, title and interest in the subject property pursuant to 28 U.S.C. § 1332(a)(1) since there is complete diversity between the Plaintiff and the Defendants and the amount in controversy exceeds \$75,000.00.
2. Venue is proper under 28 U.S.C. § 1391(b)(2) since the real property that is the subject of this Complaint is situated in Rhode Island.
3. This action seeks to foreclose a mortgage pursuant to R.I.G.L. § 34-27-1, *et. seq.*

FACTS

5. On or about June 30, 1989, Siu Ming Mao (a/k/a Siu M. Mao) and Chhing Kuy Ly (a/k/a Chhing Mao) (collectively “the Borrowers”) acquired title to the Property by deed recorded with the Town of Coventry Land Evidence Records (“Land Records”) in Book 235, Page 566. A true and accurate copy of the Deed is attached as **Exhibit A**.
6. On November 22, 2002, Siu M. Mao executed a Note in the maximum principal amount of \$251,000.00 (“Note”) to Fleet Bank.^{1,2} The Note was endorsed in blank and is held by the Plaintiff. A true and accurate redacted copy of the Note is attached as **Exhibit B**.³
7. Also on November 22, 2002, as security for the Note, the Borrowers granted an Open-End Mortgage to Fleet National Bank (“Fleet”) that was recorded with the Land Records at Book 1288, Page 293 (the “Mortgage”). A true and accurate redacted copy of the Mortgage is attached as **Exhibit C**.
8. On or around December 1, 2006, the Borrowers and Bank of America, N.A. (the successor by merger to Fleet) entered into a Modification of Security Instrument (“Modification Agreement”) changing the terms of the mortgage loan. The Modification Agreement was recorded with the Land Records at Book 1760, Page 925. A true and accurate redacted copy of the Modification Agreement is attached as **Exhibit D**.
9. On February 26, 2019, Bank of America, N.A. assigned Mortgage to ABS Loan Trust VI, by assignment recorded with the Land Records at Book 2124, Page 391. A true and accurate redacted copy of this Assignment is attached as **Exhibit E**.

¹ The Note is a credit line agreement that is referred to by the original lender as a “Fleet Line Agreement.”

² Chhing Mao a/k/a Chhing Kuy Ly did not execute the Note and is not personally liable for the mortgage debt. As a party to the mortgage, Chhing Mao a/k/a Chhing Kuy Ly is a necessary party to this action.

³ For privacy reasons, the loan number and any other potential private or personal identifiable information (i.e. social security numbers, account numbers, etc.) appearing in the Exhibits have been redacted.

10. On August 31, 2020, ABS Loan Trust VI assigned the Mortgage to U.S. Bank by assignment recorded with the Land Records in Book 2176, Page 514. A true and accurate redacted copy of the Second Assignment is attached as **Exhibit F**.
11. On or about February 25, 2018, the Borrowers defaulted on their mortgage loan by failing to make the required payments.
12. SPS, the servicer of the loan, sent Notices of Default (“NOD”) to the Borrowers on February 5, 2020, to inform them of their default, the actions required to cure the default and other required disclosures. True and accurate redacted copies of the NOD are attached as **Exhibit G**.
13. The default has not been cured.
14. On or about August 17, 2020, attorneys for U.S. Bank sent Notices of Acceleration to the Borrowers. True and accurate copies of the Notice of Acceleration letters are attached as **Exhibit H**.
15. The Mortgage contains a provision providing for foreclosure by statutory power of sale. *See **Exhibit C** at ¶ 15.*
16. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been fulfilled or have occurred.
17. A title search of the Property reveals that the following interests in the property subordinate to the Mortgage:
 - a. On March 9, 2012, Mashantucket Pequot Gaming Enterprise d/b/a Foxwoods Resort Casino obtained an Execution against Siu M. Mao in the Kent County Superior Court for the State of Rhode Island (docket number KC-2012-0146), and recorded it with the Land Records at Book 1915, Page 14. A true and accurate copy of the recorded Execution is attached as **Exhibit I**.

COUNT I – DECREE AUTHORIZING FORECLOSURE, BARRING THE RIGHT TO REDEEM AND VESTING TITLE IN THE SUCCESSFUL PURCHASER

18. U.S. Bank restates and incorporates the allegations set forth in the preceding paragraphs.
19. U.S. Bank seeks a decree from this Court, pursuant to R.I.G.L. § 34-27-1, determining that Defendants Siu M. Mao a/k/a Siu Ming Mao and Chhing Mao a/k/a Chhing Kuy Ly are in default of their obligations under the terms of the Mortgage and the Plaintiff and its successors and/or assigns may foreclose the Mortgage by following the procedures set forth in R.I.G.L. § 34-27-4.
20. Upon completion of the foreclosure auction, U.S. Bank seeks an order from this Court vesting title in the successful purchaser or its successors and assigns, free and clear of any right to redeem the mortgage and free and clear of any of the subordinate interests as described in paragraph 17 of this Complaint.

COUNT II – DECLARATORY JUDGMENT

21. U.S. Bank restates and incorporates the allegations set forth in the preceding paragraphs.
22. U.S. Bank seeks a declaratory judgment that: a) U.S. Bank National Association, as Trustee, for ABS Loan Trust VI is the holder of the Mortgage, b) Defendants Siu M. Mao a/k/a Siu Ming Mao and Chhing Mao a/k/a Chhing Kuy Ly are in default of their obligations under the terms of the Mortgage, c) U.S. Bank and its successors and/or assigns may foreclose the Mortgage by following the procedures set forth in R.I.G.L. § 34-27-4 and d) that title to the Property shall be vested in the successful purchaser or its successors and assigns free and clear of any right to redeem the mortgage and free and clear of any subordinate the interests as set forth in paragraph 20 of this Complaint.

WHEREFORE, the Plaintiff, U.S. Bank National Association, as Trustee, for ABS Loan Trust VI respectfully requests that this Court:

1. Issue an Order declaring that U.S. Bank National Association, as Trustee, for ABS Loan Trust VI is the holder of the Mortgage and the Defendants Siu M. Mao a/k/a Siu Ming Mao and Chhing Mao a/k/a Chhing Kuy Ly, are in default of their obligations under the terms of the Mortgage.
2. Issue an Order allowing U.S. Bank, its successors and/or assigns, to foreclose the equity of redemption in the mortgaged Property by following the procedure for statutory power of sale as set forth in R.I.G.L. § 34-27-4, as well as any other procedures that the Court deems appropriate under the circumstances.
3. Issue an Order requiring U.S. Bank, its successors and/or assigns, to file a report of sale for confirmation by the Court.
4. Issue an Order or Judgment declaring that the Borrowers' rights of redemption are foreclosed and that the title to the Property is quieted in the name of the successful purchaser free and clear of any right to redeem the mortgage and free and clear from any right, title or interest in the Property by any of the Defendants.
5. Grant U.S. Bank such additional legal and equitable relief that the Court deems just and appropriate under the circumstances.

Respectfully submitted,

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE, FOR ABS LOAN TRUST
VI**

By its attorney,

/s/ Thomas J. Santolucito

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